

defined by RSA 273-A:1 X.

2. Teamsters Local 633 of NH is the duly certified bargaining agent of administrative employees of the Milford School Board, namely, in the job titles of principals, assistant principals, Director of Guidance, Director of Special Education and Director of Vocational Education.
3. The parties (Union and Board) were, for all times pertinent to these proceedings, operating under a collective bargaining agreement which expired on June 30, 1992. That CBA contained a recognition clause which contractually defined the bargaining unit as those titles reflected in Finding No. 2.
4. The Milford School District was designated as a Regional Vocational Center by action of the State Board of Education taken on September 11, 1991. In October of 1991, the incumbent Director of Vocational Education, (DVE) (Pariseau) resigned. That position has remained vacant since his resignation.
5. In September of 1991, the Milford School District created and advertised for candidates to fill the position of Director of Vocational/Technology Education (DVTE). By action of November 25, 1991, it offered the DVTE position to Cliff Easton at an annual salary of \$46,125. Easton assumed those duties on February 3, 1992.
6. The compensation schedule for the DVE in the 1991-92 CBA called for annual compensation of \$39,833. The CBA has never listed an annual salary for the DVTE nor has that position been included in its recognition clause.
7. The DVTE assumed all of the duties of the DVE plus new responsibilities which are district wide, require a longer work year, and involve more grades, readiness through twelfth. Other positions in the bargaining unit also involve district-wide responsibilities, e.g., Director of Special Education.
8. In the course of negotiating for a successor CBA, the Milford School Board proposed a salary for the DVTE for 1992-1993 along with salaries for the principals, assistant principals, Director of Guidance and Director of Special Education. The proposal contained no stipend for the DVE; that position was and continues to be vacant. This proposal was never formally accepted by the parties.

DECISION AND ORDER

The School Board had the right to create the DVTE position as protected by statute (RSA 273-A:1 XI) as well as the right to determine to leave the DVE position vacant. Neither of these actions nor their impact as construed under the facts of this case constituted an unfair practice. There was no obligation to bargain over the terms and conditions of employment of the DVTE position at the times complained of because, at those times, the DVTE was not a position which was included in the bargaining unit.

Our examination of the duties associated with the DVTE position compared to other positions already in the bargaining unit leads us to believe that it, too, should be in the unit. It falls within the salary range of other unit positions, interfaces with other unit positions, is district-wide as is the Director of Special Education, and reports to the Superintendent, as does the Director of Special Education. It is administrative in nature, shares geographical proximity with other unit positions, and has no indicia of unacceptable supervisory or confidential functions. There were expressions of agreement during the hearing before the PELRB that the position might appropriately be added to the existing bargaining unit. We agree and direct that the unit certification be adjusted accordingly.

We direct that:

1. The unfair labor practice is DISMISSED.
2. The DVTE position is added to the existing unit.

So Ordered.

Signed this 6th day of August, 1992.


EDWARD J. HASELTINE
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.
Members Seymour Osman and Arthur Blanchette present and voting.